

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM415176

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Yargus Manufacturing, Inc.		01/31/2017	Corporation: ILLINOIS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	The Toronto-Dominion Bank		
<b>Street Address:</b>	66 Wellington Street West TD Bank Tower		
<b>City:</b>	Toronto, Ontario		
<b>State/Country:</b>	CANADA		
<b>Postal Code:</b>	M5K 1A2		
<b>Entity Type:</b>	a Banking Corporation: CANADA		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	87313254	LAYCO	
<b>Serial Number:</b>	87313329	LAYCO BY YARGUS	
<b>Serial Number:</b>	87313291	YARGUS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2039757180		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	203-975-7505		
<b>Email:</b>	christina.london@lockelord.com		
<b>Correspondent Name:</b>	Locke Lord LLP		
<b>Address Line 1:</b>	201 Broad Street		
<b>Address Line 4:</b>	Stamford, CONNECTICUT 06901		
<b>ATTORNEY DOCKET NUMBER:</b>	1449649.00001		
<b>DOMESTIC REPRESENTATIVE</b>			
<b>Name:</b>	Locke Lord LLP		
<b>Address Line 1:</b>	201 Broad Street		
<b>Address Line 4:</b>	Stamford, CONNECTICUT 06901		
<b>NAME OF SUBMITTER:</b>	Christina London		
<b>SIGNATURE:</b>	/christina london/		

OP \$90.00 87313254

<b>DATE SIGNED:</b>	02/07/2017
<b>Total Attachments: 5</b> source=Yargus Manufacturing TM Security Agmt#page1.tif source=Yargus Manufacturing TM Security Agmt#page2.tif source=Yargus Manufacturing TM Security Agmt#page3.tif source=Yargus Manufacturing TM Security Agmt#page4.tif source=Yargus Manufacturing TM Security Agmt#page5.tif	

## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT dated as of January 31, 2017 (this "Agreement"), between YARGUS MANUFACTURING, INC., an Illinois corporation (the "Grantor") and THE TORONTO-DOMINION BANK, as Collateral Agent (the "Agent") for itself, for the lenders under the below-described Loan Agreement from time to time, and any successors and assignees from time to time of the interests of such lenders (collectively, the "Credit Agreement Lenders"), and for the holders of the below-described Notes from time to time, and any successors and assignees from time to time of the interests of such holders under the following credit facilities: (a) that certain Sixth Amended and Restated Loan Agreement dated as of May 20, 2015 (as the same may be amended, restated or otherwise modified from time to time, the "Loan Agreement"), among Ag Growth International Inc. ("AGI") and Westfield Distributing (North Dakota) Inc. ("Westfield ND"; AGI and Westfield ND being referred to collectively herein as the "Borrowers"), certain affiliates of the Borrowers, the Credit Agreement Lenders from time to time thereunder and the Agent; and (b) (i) those certain 6.80% Series A Senior Secured Notes due October 29, 2016 (as amended, restated, supplemented or otherwise modified from time to time, the "Series A Notes"), (ii) those certain Series B Senior Secured Notes (as further described in the Note Agreement referred to below, as amended, restated, supplemented or otherwise modified from time to time, the "Series B Notes") and (iii) any additional series of the senior secured notes (collectively, as amended, amended and restated, supplemented or otherwise modified from time to time, the "Shelf Notes" and together with the Series A Notes and the Series B Notes, the "Notes") issued by the Co-Obligors (as hereinafter defined) pursuant to that certain Second Amended and Restated Note Purchase and Private Shelf Agreement dated as May 20, 2015 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Note Agreement"), by and among AGI, Westfield ND, and Hansen Manufacturing Corp. (collectively, the "Co-Obligors"), Prudential Investment Management, Inc. and the Prudential Affiliates described therein.

### WITNESSETH:

WHEREAS, in connection with the Loan Agreement and the Note Agreement, the Grantor is a party to the Second Amended and Restated Security Agreement dated as of May 20, 2015 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Security Agreement"), whereby the Grantor has granted to the Agent a continuing security interest in all of the Trademark Collateral (as defined below) to secure the obligations of the Borrowers under the Loan Agreement, the Note Agreement and each other Creditor Document to which the Grantor is a party, whether as a borrower, as a guarantor, as a co-obligor or in any other capacity, and whether for principal, interest, expenses, indemnity or otherwise; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademarks. The Grantor hereby pledges, hypothecates, charges, mortgages, collaterally assigns and grants to the Agent a continuing security interest in all of the following property, whether now or hereafter existing or acquired by the Grantor, all of the Grantor's right, title and interest in and to (the "Trademark Collateral"):

(a) (i) all of its trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos and other source or business identifiers, and all goodwill of the business associated therewith, now existing or hereafter adopted or acquired including those referred to in Schedule I hereto, whether currently in use or not or whether registered or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark Office, or in any office or agency of the United States of America or any State thereof or any other country or political subdivision thereof or otherwise, and all common-law rights relating to the foregoing, and (ii) the right to obtain all reissues, extensions or renewals of the foregoing (collectively referred to as the "Trademark");

(b) all of the goodwill of the business connected with the use of, and symbolized by the items described in, clause (a) above;

(c) the right to sue third parties for past, present and future infringements of any Trademark Collateral described in clause (a) above; and

(d) all proceeds of, and rights associated with, the foregoing, including any claim by the Grantor against third parties for past, present or future infringement or dilution of any Trademark, Trademark registration, or Trademark license, or for any injury to the goodwill associated with the use of any such Trademark and all rights corresponding thereto.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by the Grantor for the purpose of registering the security interest of the Agent in the Trademark Collateral with the United States Patent and Trademark Office. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Agent under the Security Agreement. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

SECTION 4. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

[Signature Page Follows]

*[Signature Page to Trademark Security Agreement]*

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed and delivered by its Authorized Officer as of the date first above written:

YARGUS MANUFACTURING, INC.

By:   
Name: STEVEN R. ALFANO  
Title: SECRETARY

THE TORONTO-DOMINION BANK,  
as Collateral Agent

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

*[Signature Page to Trademark Security Agreement]*

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed and delivered by its Authorized Officer as of the date first above written.

YARGUS MANUFACTURING, INC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

THE TORONTO-DOMINION BANK,  
as Collateral Agent

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Feroz Haq  
Director, Loan Syndications - Agency

**SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT**

**UNITED STATES TRADEMARK APPLICATIONS**

<b>Trademark</b>	<b>Serial Number</b>	<b>Owner</b>
LAYCO	87313254	Yargus Manufacturing, Inc.
LAYCO BY YARGUS	87313329	Yargus Manufacturing, Inc.
YARGUS	87313291	Yargus Manufacturing, Inc.